

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE
NEWCO CAPITAL GROUP VI LLC

Index No.:

Plaintiff,
-against-

**VERIFIED
COMPLAINT**

SDL A COURIER SERVICE, INC D/B/A SDL A COURIER SERVICE ;SDL A COURIER SERVICE INC;SDL A COURIER SERVICE, INC;SDL A COURIER SERVICE INC.;GOODMAN INVESTMENT HOLDINGS, LLC;EXTRA MILE LOGISTICS, LLC
and
JAMES ELMER GOODMAN JR

Defendants

Plaintiff NEWCO CAPITAL GROUP VI LLC (“Plaintiff”), by its attorney, Ariel Bouskila Esq., for its complaint herein against SDL A COURIER SERVICE, INC D/B/A SDL A COURIER SERVICE ;SDL A COURIER SERVICE INC;SDL A COURIER SERVICE, INC;SDL A COURIER SERVICE INC.; GOODMAN INVESTMENT HOLDINGS, LLC; EXTRA MILE LOGISTICS, LLC (referred to collectively as “Company Defendant”) and JAMES ELMER GOODMAN JR (“Guarantors”) (Company Defendant and Guarantors, collectively “Defendants”), alleges as follows:

VENUE AND JURISDICTION

This Court has jurisdiction over Defendants pursuant to the Settlement Agreement and Plaintiff is a New York Limited Liability Company.

The Parties

1. At all relevant times, Plaintiff was and is an entity authorized to do business in the State of New York.
2. Upon information and belief, at all relevant times, Company Defendant was and is a company organized and existing under the laws of the State of CA.

3. Upon information and belief, at all relevant times, Guarantor was and is an individual residing in the State of CA.

The Facts

4. On or about July 2, 2024, Plaintiff and Defendants entered into a Settlement Agreement (the "Agreement") whereby the Defendants agreed that they were indebted to plaintiff in the amount of \$539,765.10. A copy of the agreement is annexed hereto as Exhibit A.

5. Pursuant to the Agreement, Defendants agreed to remit \$1,000.00, on or before July 8, 2024, via ACH, every day for the following 8 weeks, followed by \$21,364.00, every week, via ACH, on or before September 2, 2024, until the settlement balance has been paid in full. (collectively "Payments").

6. Defendants remitted \$6,000.00 leaving a principal balance on the agreed Indebtedness in the amount of \$527,765.10.

7. Additionally, Plaintiff is entitled to attorney's fees in the amount of \$131,941.27, Which is 25% of the current balance due, in accordance with Section 2 of the Agreement.

7. Despite due demand, Defendants have failed to pay the amounts due and owing by Company Defendant to Plaintiff under the Agreement.

8. There remains a balance due and owing to Plaintiff on the Agreement in the amount of \$569,706.37 plus costs, disbursements, and interest.

AS AND FOR THE FIRST CAUSE OF ACTION **(Breach of Contract)**

9. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 8 of this complaint as though fully set forth at length herein.

10. Plaintiff gave fair consideration to Defendants in accordance with the Agreement

Accordingly, Plaintiff fully performed its obligations pursuant to the Agreement.

11. Company Defendant has materially breached the Agreement by failing to make the Payments to Plaintiff as required under the Agreement.
12. Pursuant to Paragraph 2 of the Agreement, there shall be a cure period of 3 days.
13. By reason of the foregoing, Plaintiff has suffered damages in the amount of \$569,706.37, plus costs, disbursements, and interest.

WHEREFORE, plaintiff NEWCO CAPITAL GROUP VI LLC requests judgment against defendants SDLA COURIER SERVICE, INC D/B/A SDLA COURIER SERVICE ; SDLA COURIER SERVICE INC; SDLA COURIER SERVICE, INC; SDLA COURIER SERVICE INC.; GOODMAN INVESTMENT HOLDINGS, LLC; EXTRA MILE LOGISTICS, LLC and JAMES ELMER GOODMAN JR as follows:

- (i) On the first cause of action of the complaint, Plaintiff requests judgment against Company Defendant in the amount of \$569,706.37 plus costs, disbursements, and interests;
- (ii) For such other and further relief as this Court deems just and proper.

Dated: Pomona, New York
August 20, 2024

Ariel Bouskila

Ariel Bouskila, Esq.
Berkovitch & Bouskila, PLLC
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NYSCEF DOC. NO. 1

SUPREME COURT OF THE STATE OF NEW YORK

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SDL A COURIER SERVICE, INC D/B/A SDL A COURIER SERVICE ;SDL A COURIER SERVICE INC;SDL A COURIER SERVICE, INC;SDL A COURIER SERVICE INC.;GOODMAN INVESTMENT HOLDINGS, LLC;EXTRA MILE LOGISTICS, LLC and
JAMES ELMER GOODMAN JR

Defendants

NOTICE OF COMMENCEMENT OF ACTION
SUBJECT TO MANDATORY ELECTRONIC FILING

PLEASE TAKE NOTICE that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

The New York State Courts Electronic Filing System ("NYSCEF") is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and self-represented parties. Counsel and/or parties who do not notify the court of a claimed exemption (see below) as required by Section 202.5-bb(e) must immediately record their representation within the e-filed matter on the Consent page in NYSCEF. Failure to do so may result in an inability to receive electronic notice of document filings.

Exemptions from mandatory e-filing are limited to: 1) attorneys who certify in good faith that they lack the computer equipment and (along with all employees) the requisite knowledge to comply; and 2) self-represented parties who choose not to participate in e-filing. For additional information about electronic filing, including access to Section 202.5-bb, consult the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center at 646-386-3033 or efile@courts.state.ny.us.

Dated: August 20, 2024

Ariel Bouskila
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Fax:(347)342-3192

NYSCEF DOC. NO. 1

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

ERIKA GREISSMAN, being duly sworn, states:

I am an authorized representative of Plaintiff NEWCO CAPITAL GROUP VI LLC in the within action. I have read the foregoing Verified Complaint and know the contents thereof; the same is true to my knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

The foregoing statements are true under penalties of perjury.

By: _____

ERIKA GREISSMAN,



Sworn to before me this

August 20, 2024.



Notary Public

ARIEL BOUSKILA
NOTARY PUBLIC-STATE OF NEW YORK
No. 02B06334934
Qualified in Rockland County
My Commission Expires 12-28-2027